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#### Contract Database Metadata Elements

Title: **Chenango Forks Central School District and Chenango Forks Teachers Association (2007)**

Employer Name: **Chenango Forks Central School District**

Union: **Chenango Forks Teachers Association**

Effective Date: **07/01/07**

Expiration Date: **06/30/11**

PERB ID Number: **4762**

Unit Size:

Number of Pages: **47**

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Original

7A/4762

***AGREEMENT***

***Between***

**CHENANGO FORKS TEACHERS ASSOCIATION**

**-and-**

**CHENANGO FORKS CENTRAL SCHOOL DISTRICT**

7/1 6/30  
2007-2011

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## **ARTICLE 1**

### **DEFINITIONS**

- 1.1 "Board" shall mean the Board of Education of Chenango Forks Central School District.
- 1.2 "Superintendent" shall mean the Superintendent of Schools of Chenango Forks Central School District.
- 1.3 "Association" shall mean the Chenango Forks Teachers Association.
- 1.4 "Contract" or "Agreement" shall mean this Contract.
- 1.5 "Long Term Substitutes" as defined in Article 16.1
- 1.6 "Nurses" shall mean hourly, civil service employees licensed as Registered Nurses and serving in that capacity.
- 1.7 "Bargaining unit" shall be defined as all professional teaching faculty, registered nurses, and long term substitutes in the Chenango Forks Central School District excluding the superintendent, assistant superintendent, principals, assistant principals, itinerant substitutes, and Director of Computer Services.

## **ARTICLE 2**

### **GRIEVANCE PROCEDURE**

#### **Section 2.1 - Purpose**

The purpose of this procedure is to provide for a settlement of any disagreement about the meaning or application of this Contract.

#### **Section 2.2 - Definitions**

- 2.21 "Grievance" shall mean allegations or claims of misinterpretation or misapplication of the terms and conditions of the Contract.
- 2.22 The term "aggrieved party" includes any individual, group of individuals covered under the terms of this Contract or the Association.

- 2.23 "Immediate supervisor" means the building administrator to whom the bargaining unit member is directly responsible. If the subject of the grievance is such that it crosses buildings or is district-wide, the immediate supervisor shall be the Superintendent.
- 2.24 "Days" shall be bargaining unit member working days.
- 2.25 "Representative" means the individual(s) selected by the bargaining unit member to represent him/her at any or all stages of the grievance procedure. Said representative must be a representative or an official of the Chenango Forks Teachers Association. Said individuals shall be limited to two (2) persons unless mutually agreed upon.

### **Section 2.3 - Grievance Procedure**

- 2.31 Any grievance statement submitted in writing shall include the name(s) and position(s) of the aggrieved party, a concise statement of alleged violation, the specific provision(s) of the Contract to which the grievance applies, and the kind of action the aggrieved party desires the District to take to remedy the situation and shall be signed by the aggrieved party.
- 2.32 All meetings or hearings involving grievances will be held either during unassigned time during the school day or after school hours as established by mutual consent.
- 2.33 Implementation of this grievance procedure shall be free from interference, coercion, restraint, discrimination, or reprisal.
- 2.34 The number of days at each stage will be considered as maximum, except when by mutual agreement the time limits are extended.
- 2.35 A grievance must be initiated within twenty-five (25) days of the event or interpretation which gives rise to the bargaining unit member's complaint. Grievances filed later than this interval must include a statement in writing explaining the delay in terms which in the grievant's opinion make the time limitation inapplicable.
- 2.36 If a decision at any stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal shall be barred.
- 2.37 The time limits specified for each stage in this procedure shall be measured from the date of receipt of the written document.

- 2.38 The aggrieved party shall have a right to representation at all stages of the grievance procedure as defined in 2.25.

## **Section 2.4 - Grievance Stages**

### **2.41 Stage I - Immediate Supervisor**

- (1) The aggrieved party who alleges a violation under the terms of this Contract will first discuss the matter informally with his immediate supervisor, within twenty-five (25) days of such alleged violation, with the objective of solving the matter satisfactorily.
- (2) If the grievance cannot be resolved informally, it shall be presented in writing to the immediate supervisor by the aggrieved bargaining unit member within five (5) days of the informal conference.
- (3) Within five (5) days after the written grievance is presented to the immediate supervisor, s/he shall submit a written statement to the aggrieved party.

### **2.42 Stage II - Superintendent**

- (1) If the aggrieved party is not satisfied with the disposition of the grievance at Stage I, an appeal may be filed with the Superintendent within five (5) days of the written answer. However, if the supervisor at Stage I was the Superintendent, the grievance shall be appealed within twenty-five (25) days of his/her written answer directly to Stage III. The appeal shall include a written statement of the grievance and the answer at Stage I.
- (2) The Superintendent or his/her designee will conduct a hearing with the aggrieved party within ten (10) days after receipt of the appeal.
- (3) The Superintendent shall render a decision in writing to the aggrieved party within five (5) days after the conclusion of the hearing.

### **2.43 Stage III - Board**

- (1) If the aggrieved party is not satisfied with the disposition of the grievance at Stage II, an appeal may be filed with the Board of Education within five (5) days of the receipt of the Stage II reply.

- (2) The Board will conduct a hearing on the grievance within fifteen (15) days after receiving the appeal.
- (3) The Board shall render a decision on the grievance, in writing, within ten (10) days of the hearing date.

2.44 Stage IV - Binding Arbitration

- (1) If the aggrieved party is not satisfied with the disposition of the grievance at the third stage, the Association may submit the grievance to arbitration by written notice to the Board of Education and American Arbitration Association within 30 school days from the conclusion of the third stage.
- (2) The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- (3) The arbitrator will hear the matter promptly and will issue his decision not later than 30 calendar days from the date of the close of the hearing, or if hearings have been waived, then 30 calendar days from the date that the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues. The arbitrator's decision shall be final and binding.
- (4) The arbitrator shall not alter or annul or otherwise disregard any provision of this contract. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this contract.
- (5) Each party shall bear its own costs related to the grievance and arbitration procedure and the costs of the services of the arbitrator will be shared equally by both parties.

### **ARTICLE 3**

#### **NEGOTIATION PROCEDURES**

- 3.1 Upon request of either party for a meeting to open negotiations for a new contract, a mutually acceptable date will be set not more than fifteen (15) work days following such request. Such request is to be made on or before April 1 of the Contract expiration year.

- 3.2 At the first negotiation meeting, the parties shall discuss ground rules and exchange proposals.
- 3.3 No additional proposals will be submitted by the parties after the second negotiating meeting.
- 3.4 Negotiation meetings are to be held normally outside of school hours. When it becomes necessary by mutual consent to conduct negotiations during school hours, the District shall grant leave with pay and without charge to personal leave and the Association shall bear the expense of providing substitutes for the negotiating bargaining unit members.
- 3.5 As soon as practicable each item tentatively agreed to shall be reduced to writing, dated, initialed by the chief spokesman for each party, and a copy given to each party.
- 3.6 This agreement constitutes the full and complete commitments of the Chenango Forks Central School District to the Chenango Forks Teachers Association and the Chenango Forks Teachers Association to the Chenango Forks Central School District whether or not any item contained in this agreement was known or should have been known, or was or was not discussed by the parties at the moment when they entered into this agreement.

## **ARTICLE 4**

### **PAYROLL DEDUCTIONS**

#### **Section 4.1 - Dues Deduction**

- 4.11 The Superintendent agrees to deduction from the salaries of employees, dues for the Chenango Forks Teachers Association, upon presentation of dues deduction authorization cards signed by individual employees and to transmit the monies promptly to said Association.
- 4.12 As soon as possible after the start of the school year, the District shall provide the Association a listing of employees paying dues. Upon receipt of a request for termination of dues payment the Association shall be promptly notified.
- 4.13 Dues deductions shall commence no later than the first payroll in October and shall be in installments as near to equal as fits the employee's method of pay.



## **Section 4.2 - Agency Fee**

- (a) The District shall deduct an Agency Fee from the paycheck of each member of the bargaining unit represented by the CFTA. This deduction shall commence with the first pay period in October.
- (b) The District will remit the amount of such Agency Fee in the same manner as local association dues.
- (c) The CFTA will initially notify the District, as to the total amount of the Agency Fee to be deducted, by October 1st of each year.
- (d) Should an employee commence service in the District after the start of the Agency Fee deduction, the Agency Fee due will be pro-rated and divided equally among the remaining paychecks in the school year.

4.3 The District shall make a payroll deduction for the NYSUT Benefit Trust for those bargaining unit members who authorize such.

4.4 The District will also make payroll deductions for tax sheltered annuities. A list of current companies will be maintained by the school district's business official.

Any company not represented on the current list wishing to provide tax sheltered annuities to unit members may do so only after demonstrating a commitment of five (5) or more employees willing to purchase tax sheltered annuities with them. If a new employee comes to the District already represented by a company not noted on the District's tax sheltered annuity list, the company will be added to the District's tax sheltered annuity list.

## **Section 4.5 - Direct Deposit**

A minimum of five (5) bargaining unit members is needed to offer a particular financial institution for direct deposit to occur.

A list of financial institutions will be maintained in the business office.

The District has the prerogative not to offer direct deposit to any financial institution that will result in a cost to the school district regardless of the number of bargaining unit members who request the service, e.g. courier service, wire transfers, etc.

## **ARTICLE 5**

### **ASSOCIATION ACTIVITIES**

#### **Section 5.1 - Use of District Facilities**

5.11 Privileges of the Association are:

- (1) Use of the District's inter-school mail system for official Association business. Distribution and sorting of materials will be the responsibility of the Association's building representative.
- (2) A Bulletin board shall be available in each bargaining unit members lounge for use by the Association and Faculty. In buildings where such facilities are not available, the Building Principal will arrange for such postings as requested by the Association but in such locations as to be not conspicuous to students.
- (3) Use of school facilities for meeting purposes as prescribed by District policy and administrative regulation. Requests for use of building facilities are to be filed with the administrator of the building in which the meeting is to be held in a timely fashion and in writing. If the building is to be used at a time other than when it is staffed by a custodian, the Association will pay the overtime cost for a custodian.

#### **Section 5.2 - Association Leave**

- 5.21 Association officers and/or appointed representatives may have up to an aggregate total of six (6) days during the regular school year for attendance at regional meetings called by the State Education Department to discuss education matters, at regular lobbying meetings for matters pertaining to State aid, or education budgets and for meetings that the parties mutually agree are to their benefit. No more than two (2) individuals may be absent for such business at any one time. Absence under this provision will not be charged against other "Leave" provisions. When this leave is to be used, the Association President, or authorized member, is to submit a notification, in writing, to the Superintendent or his designee listing the name(s) of the person(s) to be absent. This notification is to be submitted at least two (2) full school days prior to the absence, except under extenuating circumstances.
- 5.22 Attendance of the Association President and up to two (2) elected-representative to the NYSUT Representative Assembly will be allowed

without loss of pay, not to exceed a total aggregate maximum of three (3) days for each person attending. Notification procedure shall be the same as in 5.21. The Association will pay for the cost of the substitutes in this instance.

5.23 Association members required to testify in legal proceedings on behalf of the Association, which are scheduled during school hours, shall be allowed leave in excess of other provisions of this Agreement. In the case of a grievance hearing the grievance chairperson shall be allowed to participate exclusive of those testifying.

5.24 The President of the C.F.T.A. shall be given consideration as to the assignment of supervisory duties and additional space requirements.

Said considerations may include but are not limited to relief from supervisory duties during tenure of office and the providing of specific space for a C.F.T.A. office.

Said consideration shall be a function of available space and the needs and scheduling variations of each building.

## **ARTICLE 6**

### **ABSENCES AND LEAVES**

#### **Section 6.1 - Sick Leave Days**

6.11 All those who were members of the bargaining unit as of 9/1/85 shall receive sick leave as follows:

First 3 years of employment - 10 days each year.

Upon being appointed to a fourth year - 15 days per year.

6.12 Those who become members of the bargaining unit after 9/1/85 shall receive sick leave as follows:

First 3 years of employment - 10 days each year.

Upon being appointed to a fourth year - 12 days per year.

6.13 Sick leave can accumulate to 295 days.

6.14 Unit employees who have shown a pattern of sick leave use on the day before and/or the day after a holiday or recess and use a sick day on the day immediately preceding or following a holiday or recess, may be required to furnish a doctor's statement for such illness in order to

be paid for said day. Such requirement is waived for continuing illnesses.

- 6.15 Sick days used for family illness shall be designated as such when notification is given to the District. A maximum of 8 sick days or 20% of the teachers individual sick leave accumulation, whichever is greater, can be used for illness in the family. Said days shall be charged to the individual's personal sick leave accumulation. Additional days may be granted at the discretion of the superintendent for serious illness or serious accidents. Family shall be defined as per definition of 6.22.

### **Section 6.2 - Bereavement**

- 6.21 Up to three (3) days may be used for each death in the immediate family of the bargaining unit member.
- 6.22 Immediate family means: spouse, children, parent, mother-in-law, father-in-law, brother, sister, grandparent, or other person who has served in a parental relationship (who raised the employee and in whose home the employee lived) to the unit member.
- 6.23 Employees covered by this Agreement who use this section on the day immediately preceding or following a holiday or recess may be required to provide satisfactory proof in order to be paid.

### **Section 6.3 - Professional Purposes**

- 6.31 Absences with pay may be allowed if recommended by the Superintendent and approved by the Board for educational conferences, trips involving school business, and visiting other educational institutions. Bargaining unit members requesting such leave shall submit a request for such leave, to include an itemized estimate of expenses. Bargaining unit members shall be reimbursed for such provision. Employees shall be notified of the District's consent or refusal.
- 6.32 Employees covered by this agreement may apply for paid leave to leave school early to attend classes required for certification if approved by the Superintendent or his/her designee. Requests to the Superintendent for this consideration shall be in writing and set forth all pertinent information. This time, if granted, will not be charged to any other leave provision.

**Section 6.4 - Personal Leave**(Changed Section 6.4 is effective March 1, 2009)

- 6.41 All bargaining unit members upon being appointed to a fourth year, except as described in 6.42, will receive a total of 3.5 days of Personal Leave. It shall not be necessary to provide a reason on Request Forms for such days.
- 6.42 All bargaining unit members with less than four years of service will receive 2 days of Personal Leave. It shall not be necessary to provide a reason on Request Forms for such days.
- 6.43 All Personal Leave days shall not be used for recreational purposes and may not be used for the day preceding or the day following a school recess, including the first student day. For extenuating circumstances, the teachers may make such request to the administration and the administration may approve such request and such approval will be non-precedent setting for future extenuating circumstances requests.
- 6.44 Personal Leave shall be requested in writing at least three school days in advance, except under extenuating circumstances.
- 6.45 Teachers may leave the building during the work day with prior approval of the building administrator subject to the following:
1. Fifteen minutes or less – no charge to personal leave.
  2. Maximum of two periods per day in the HS/MS, or its equivalent in elementary.
  3. Charged in one hour increments.
  4. If coverage of student responsibilities is needed, the teacher will arrange for coverage, upon notification of the immediate supervisor using the CFCSD “Staff Request Form For Absence From Work.”
  5. Said teacher shall sign in and out.
- 6.46 Personal Leave in excess of the provisions of 6.45 may be taken in minimum increments of one-half (1/2) day. One-half day shall mean for this article:
- High School / Middle School → the pass time between fourth (4<sup>th</sup>) and fifth (5<sup>th</sup>) periods
  - Elementary → 11:45 – 11:50

- 6.47 Unused Personal Leave days will be applied to the bargaining unit members' sick leave accumulation.

### **Section 6.5 - Jury Duty**

Personnel summoned for jury duty during the school year shall make an effort to postpone such duty to times when school is not in session. Should such request be denied and the employees are summoned to jury duty, said employees shall continue to receive their regular pay for the period. Said employees shall reimburse the District any compensation received from the court minus amounts paid, if any, for mileage and meals. Salary continuance requires submission of the following documents to the superintendent's office:

- (1) Court summons or Notice must be presented to the District within two (2) workdays of receipt of notification by the bargaining unit member.
- (2) Clerk of court record
- (3) Other appropriate proof.

### **Section 6.6 - Summer Work/Study Program/Sabbatical**

- 6.61 Teachers participating in district initiated staff development (e.g. curriculum writing, inservice training) outside of normal scheduled hours of work shall be paid at a rate of \$29.00 per hour for 2007-08 and 2008-09, \$31.00 per hour for 2009-10, and \$32.00 per hour for 2010-11. The Superintendent or Assistant Superintendent will determine program areas that need review and/or revision.
- 6.62 The District will consider meritorious applications for one-half and full year sabbaticals.
- 6.63 The District may schedule staff development during the week immediately after the close of school, prior to June 30, or at a time mutually agreed upon. Bargaining unit members will be notified of any scheduled days on or before May 1. The District shall not assign more than three (3) consecutive days to any bargaining unit member during any three (3) year period. Assignment of one (1), two (2), or three (3) days shall meet the assignment allowance. Attendance beyond this assignment during any three (3) year period shall be voluntary. Any annual assignment of staff shall not exceed ten percent (10%) of bargaining unit members, without the approval of the CFTA. This time should not be considered to be an extension of the traditional school year (i.e. classroom teaching assignments.) Payment will be made as per this Section.

## **Section 6.7 - Child Care Leave**

- 6.71 A leave of absence without pay will be granted for either one (1) or two (2) semesters at the request of and discretion of bargaining unit's members for the care of their newborn child or newly adopted preschool age child or seriously ill preschool age child. Additional semesters may be granted at the District's discretion. (Any part of a semester shall constitute a full semester i.e. a leave beginning in May until the end of school in June would count as a semester for purposes of this article.) A semester shall be defined by the end of the 20 week marking period as used in the High School, and the end of the school year in June.
- 6.72 Bargaining unit members shall give two (2) months notice, except under extenuating circumstances or in the case of adoption, of the intent to utilize said leave.
- 6.73 The district reserves the right to allow a teacher to return at a time other than the beginning of a semester.
- 6.74 A bargaining unit member who becomes disabled due to pregnancy shall have said disability treated in the same manner as any other disability as regards the utilization of sick leave days.

## **Section 6.8 - Unpaid Leaves of Absence**

Bargaining unit members, except for long-term substitutes, may, at the discretion of the Board be granted an unpaid leave of absence of up to two (2) years duration. Said leave shall commence at the beginning of a semester and conclude at the end of a semester.

## **Section 6.9 - Sick Leave Bank**

- 6.91 The purpose of the Sick Leave Bank is to provide for extended sick leave for the bargaining unit member who suffers a serious illness or serious accident requiring a convalescence thereby exhausting his/her sick leave.
- 6.92 An eligible employee (See (1) and (2) below) who wishes to join the bank shall notify the District in writing that he/she is contributing one (1) day of accumulated sick leave to the bank. The District will include an authorization form with the salary notice that is sent to bargaining unit members. Said notification shall be returned to the

District no later than the end of the first full week of the school year. The District will deduct same from the employee's accumulation.

- (1) An employee must have one year continuous service in order to participate.
- (2) Employees with no accumulated sick leave at the beginning of the school year cannot become members unless they have at least three (3) years previous service, or have suffered a serious illness which depleted their accumulated time during the preceding year.

6.93 When the sick bank accumulation falls below 100 days, each eligible bargaining unit member (see (1) and (2) above) shall again authorize the District (as in 6.102) to deduct one additional day to replenish the bank.

6.94 Written requests for utilization of sick bank days by an individual bargaining unit member shall be accompanied by a doctor's statement. The request shall be submitted to either member of the Sick Bank Committee. Approval of the use of sick bank days shall be made by a committee composed of one (1) administrator appointed by the superintendent and one (1) association member appointed by the president of the association. These appointments shall be made and notice of the appointment given to each party by September 15 of each school year.

The Sick Bank Committee will provide each applicant with a written response to their request. The decisions of the committee shall be final and binding upon all parties with respect to the administration of the sick leave bank. The decisions of the committee will not fall under the scope of the grievance procedure.

6.95 In the event that the Sick Bank Committee cannot reach agreement on the disposition of a case, a neutral, mutually agreeable community member of the Chenango Forks Central School District will be selected to participate in the decision-making process. The resulting vote of the three (3) member committee will be final and binding. The neutral party will not become a permanent member of committee but the same neutral individual may be utilized more than once if mutually agreeable.

6.96 Withdrawals will be limited to a total of sixty (60) days. When a bargaining unit member's absence extends beyond the sixty (60) days coverage, the bargaining unit member may then reapply to the Sick Bank Committee for further coverage.



### **Section 6.10 - Fractional hours**

- 6.101 For the purpose of this Article only, the regular work day shall be considered seven (7) hours. The use of this time for any leave provision shall be computed in one-quarter (1/4) hour periods.

## **ARTICLE 7**

### **DISCHARGE**

No bargaining unit member shall be dismissed without the opportunity of a full hearing before the Board of Education. Such hearing will be conducted in such a manner as to provide the employee with representation, the right to present witnesses and evidence and the right to cross-examination. This clause shall in no way impinge upon those rights granted the Superintendent and the Board by Education Law as to Probationary bargaining unit members and the granting of tenure. This clause is in no way intended to be a waiver of tenured bargaining unit members' rights under Education Law, specifically in reference, but not limited to, Sections 3020 and 3020-a.

## **ARTICLE 8**

### **INSURANCE**

### **Section 8.1 - Health Insurance**

- 8.11 The district will offer the employees coverage under the Blue Cross/Blue Shield of Central New York Regionwide Option II/Select Health Insurance Plan. The district will contribute 90% of the Blue Cross/Blue Shield of Central New York Regionwide Option II/Select Health Insurance Plan.

Said Plan shall include Major Medical maximum deductible of \$50 per individual and \$150 per family. The prescription drug copay shall be \$10 for brand name drugs and \$2 for generic drugs.

- 8.12 The district will offer the employees optional coverage under the Blue Cross/Blue Shield of Central New York PPO Plan H. The district will contribute 95% of the Blue Cross/Blue Shield of Central New York PPO Plan H.

- 8.13 It is further understood and agreed that there shall be included in the Plan:

- (1) retired employees [past and future (see exception under (3) below) in the Plan at the 100/75 participation rate (exclusive of those retirees who accept employment wherein they have equal or better health care coverage).
  - (2) surviving spouse and dependents (as defined in the Internal Revenue Service Code) are coverable through payment by said spouse or dependent of 100% of the cost of the plan.
  - (3) employees hired after 10-1-92 shall have their health insurance at retirement covered as follows: after a minimum of 10 years of service, bargaining unit members will earn 4%/year of full-time service, pro-rated for part-time service, not to exceed 85% of individual coverage or 2.5% per year of full-time service not to exceed 55% of family coverage/premium. All service is to be CFCSD (or predecessor district (only in the event of merger)) service.
- 8.14 The District agrees that it will not take the future position that Section 8.13 of this article is a non-mandatory nor prohibited subject of bargaining in an effort to eliminate or diminish said provision.

### **Section 8.2 - Dental Insurance**

The district will offer the employees coverage under the Blue Shield Basic coverage, Schedule B, Supplemental Basic, Orthodontics rider, and Prosthetics rider. The district will contribute 85% of the cost.

### **Section 8.3 - Flexible Spending Plan** (Effective October 1, 2009)

- 8.31 The plan administrator is EBS. Any change in plan administrator will occur through negotiations initiated by either party.
- 8.32 The cost for each spending account participating member is the current cost charged by the supplier. (There is no cost if premium conversion only.)
- 8.33 Automatic health and dental insurance premium conversion unless employee opts out.
- 8.34 Payroll withholdings will be evenly withheld from October through June payrolls.
- 8.35 Medical spending account maximum \$5,000.00.
- 8.36 Dependent care spending account maximum \$5,000.00.
- 8.37 The District will amend the §125 Cafeteria Plan Document to include a grace period during which a participant who:
  - a. has unused benefits or contributions relating to a particular qualified benefit from the immediately preceding plan year, and

- b. who incurs expenses for that same qualified benefit during the grace period,

may be paid or reimbursed for those expenses from the unused benefits or contributions as if the expenses had been incurred in the immediately preceding plan year. Said grace period will be for the 2-month and 15-day period immediately following the plan year.

## **ARTICLE 9**

### **CLASS SIZE**

In order to maintain quality education, the state recommendations for class size are acknowledged as desirable goals.

## **ARTICLE 10**

### **WORKDAY**

#### **Section 10.1 - Preparation Time**

- 10.11 Bargaining unit members will be assigned the following minimums for preparation time:
  - (1) Bargaining unit members will be assigned one period within the 8 periods per day for preparation time or forty five (45) minutes per day in elementary instruction. Special Education, Reading Specialists and AIS teachers will not be assigned a preparation period but will determine their own daily preparation period of 45 consecutive minutes.
  - (2) Preparation time is to be utilized, at the discretion of the teacher, by the teaching staff to meet the educational needs of the student. It is recognized that collaboration of teachers may occur during preparation time, at the discretion of the teacher.
  - (3) Preparation time as outlined above is not intended for Guidance Counselors, School Psychologists, Social Workers, and Secondary Librarians. Said bargaining unit members shall schedule a break each morning and afternoon.
  - (4) Before the final adoption of an annual staff development schedule, the District will seek input of the teachers

involved, with the intention of minimizing and equalizing any use of preparation time and loss of student contact time.

#### 10.12 Department Chairpersons

Each department chair will be assigned one period per day (6-12) or 45 minutes (PK-5) for the purpose of completing specific department chairperson responsibilities.

### **Section 10.2 - Duty Free Lunch**

All bargaining unit members shall have a duty free lunch period during which nothing will be assigned. Said lunch period shall be a function of each individual building schedule and may therefore be longer than 30 minutes but may not be less than 30 minutes. Teachers may leave the building during their respective lunch periods with no charge to personal time. All members are expected to follow the lunch period sign in and out procedures established in each building.

### **Section 10.3 - Workload**

#### 10.31 Workload

- (1) Grades 6-12 Teachers, excluding Guidance Counselors, School Psychologists, Social Workers, and Secondary Librarians
  - (a) The standard workload for Grade 6-12 Teachers shall be five periods of instruction plus one duty plus remedial, or four periods of instruction plus two duties plus remedial.
  - (b) Notwithstanding 10.31 (1) (a), the District may assign six classes to the secondary school physical education teachers. This class assignment in the physical education department will not be used to reduce physical education staff. This section will not preclude reductions as a result of declining enrollments or as a result of physical education requirements being reduced by the State Education Department.
  - (c) AIS teachers, Special Education teachers and Reading Specialist teachers will provide educational services during their 6 periods. They will determine their schedules for providing said

services in collaboration with classroom teachers, other educational professionals, and administrators. Said schedule shall be approved by the Building Administrator.

- (d) A duty as used in 10.31 (1) (a) occurs during one of the 8 periods of the Middle School / High School schedule (i.e., study hall)

(2) Grades K-5 Teachers

- (a) The standard workload for elementary teachers shall be six and one-half (6½) hours long. Said time shall include the daily preparation time as defined in Section 10.1 and the duty free lunch as defined in Section 10.2 of this Article.

- (b) There are no duties for elementary teachers.

(3) Pre-K Teachers

- (a) Pre-K teachers will have a morning class and an afternoon class. Between these classes each will have a preparation period (10.1) and duty free lunch (10.2).

- (b) There are no duties for pre-K teachers.

(4) Supervision

- (a) Definition – Time outside of 8 periods during the normal workday as defined below in Section 10.4.

- (b) All available 6-12 Bargaining Unit Members will provide supervision on an equitable and rotating basis before classes, during the passing time between classes, during student lunches and after classes.

- (c) All available K-5 Bargaining Unit members will provide supervision on an equitable and rotating basis between 8:30 and bus announcements for each respective building and from student dismissal to 3:20 pm.

- (d) Prior to the conclusion of any given school year, each building will convene a committee and develop the supervision schedule for the following

school year. The committee will be composed of the building principal or designee and at least 2 representatives designated by the Association. The committee's schedule will encompass an equitable rotation of supervision among all available employees represented by the CFTA.

#### 10.32 Sixth Class

- (1) If the District desires to assign a sixth class to a teacher(s), the District must get the agreement of said teacher(s). Said teacher(s) shall be made aware of this provision by the District. Such additional assignment will be discussed with the Association prior to implementation and will not carry over for that individual teacher(s) after one year. No department chair will be assigned six classes.
- (2) If the District cannot get someone to voluntarily agree the District will have a right to assign a sixth class with the concomitant relief of all duties. The maximum number of "6<sup>th</sup> classes" that can be assigned in any one department are two sections. A teacher cannot be assigned a 6<sup>th</sup> class two successive years. Teachers may also volunteer for a sixth class with no duties.
- (3) In the event the District assigns or a teacher volunteers for a work load assignment between five (5) and six (6) classes, a duty may be given on the day(s) or semester where six (6) classes are not being taught.
- (4) If a teacher is assigned a class load between five (5) and six (6), the applications of this section will be based on the following examples:
  - (a) 5.5 for two teachers counts as one 6<sup>th</sup> class assignment.
  - (b) 5.5 for four teachers counts as two 6<sup>th</sup> class assignments.

#### 10.33 Practice

All other practices of the parties with regard to workload shall remain as per the parties past practices.

#### 10.34 Part-time Teacher

For each period a part-time teacher is assigned to teach; that teacher may be scheduled for a maximum of 1/6 of a period of preparation time, 1/6 of a period of lunch time, and 1/6 of a period of supervisory duty. A part-time teacher must teach one-half (1/2) day, computed as three of six periods or one-half (1/2) of the day in elementary, in order to receive benefits and insurance. The District shall not use this section to create multiple part-time positions for the purpose of not paying benefits.

#### **Section 10.4 - Workday**

10.41 The workday for elementary teachers shall be 7 hours and 5 minutes and secondary teachers shall be 7 hours and 20 minutes between the hours of 7:30 a.m. and 4:00 p.m. For times outside of the ordinary scheduled building day, the workday shall be uninterrupted and volunteers, with appropriate certifications will initially be sought. If there are no volunteers, assignments may be made by the administration. Prior to the assignment being made by the District, the District shall seek the suggestions of the CFTA. Consideration may be given for prior commitments (e.g., coaching, graduate courses and other extra-curricular activities.) When possible, teachers assigned to a changed schedule outside of the ordinary scheduled building day will be notified of the change a minimum of thirty (30) calendar days in advance of the intended change. In no case shall this assignment be used to extend the hours of the workday.

10.42 This section shall not prevent secondary teachers from leaving at the traditional leaving time on Fridays when no meetings are scheduled.

10.43 Emergency Early Dismissal

(1) In the event of an early dismissal due to an emergency (such as inclement weather) where the District considers it necessary for teachers to ride school buses to ensure the safety of young children (grades PK-5):

(a) The District will seek volunteers from PK-12 faculty. All teachers who perform the duty of riding the bus will be provided with an additional one-half (1/2) day of time to be used as a personal day. Such day will be known as

an "Emergency Duty" day. The use of Emergency Duty time will not be considered to have exceeded the days in the provision of Section 15.3 (d) of the contract. The use of the Emergency Duty time will otherwise conform to the requirements of a Personal Day.

- (b) The CFTA will maintain a voluntary list which will be updated on an annual basis and forwarded to the Superintendent by October 15th. If the list is modified after October 15 of each calendar year, the CFTA will forward it to the Superintendent for subsequent use. Selection for participation will be based on rotation through the list. Volunteers can decline participation when approached.
- (c) In the event enough volunteers cannot be found, the District may choose to assign teachers from grades PK-5. A teacher may not be assigned more than once per school year.
- (d) Teachers not involved in the supervision of students will be allowed to leave school, no earlier than ten (10) minutes after the departure of buses.
- (e) There will be no compensation or compensatory time for any time beyond the normal workday.

## **ARTICLE 11**

### **WORK YEAR**

- 11.1 The bargaining unit member work year shall not exceed 187 days. The District may in addition require the attendance of new bargaining unit members at an orientation day. Should the State Education Department mandate days in excess of 187, the parties agree said extension shall supersede this provision and shall be subject to impact bargaining.



## **Section 11.2 - Clerical Time**

- 11.21 Bargaining unit members in grades 6-12 may utilize one-half (1/2) day, the last day of the first semester for clerical work subject to the direction of the administration.
- 11.22 Elementary bargaining unit members shall be entitled to utilize days for clerical type work subject to the direction of administration. Said days shall begin upon the completion of the S.E.D. mandated pupil days and one additional day. Said days shall be inclusive of Superintendent Conference Days.

## **ARTICLE 12**

### **BARGAINING UNIT MEMBER EVALUATION**

- 12.1 Prior to the beginning of the yearly evaluation process, bargaining unit members will be notified as to the method, procedure, and frequency of evaluations and who will perform their evaluations. Probationary bargaining unit members will be observed at least twice per year. Said procedure will include an evaluation, conference with bargaining unit member, suggestions, and how improvement (if needed) may be accomplished.
- 12.2 Said evaluation shall be in writing.
- 12.3 A copy of the evaluation will be forwarded to the bargaining unit member. The evaluation shall be placed in the bargaining unit member's personnel file only after a conference. Employees have the right to submit a written response to the evaluation which will be placed in the personnel file along with the evaluation.
- 12.4 All monitoring or observation of the work performance of a bargaining unit member will be conducted openly with full knowledge of the bargaining unit member.
- 12.5 The District shall maintain a personnel file for each member of the unit. Said file shall be in the Superintendent's office. Employees have the right to review their files upon request to the proper administrator subject to availability of that administrator. Every reasonable effort shall be made to accommodate any written request within twenty-four (24) hours. Each bargaining unit member shall have the right to reproduce information within the file.
- 12.6 No material derogatory to a bargaining unit member's conduct, service, character, or personality will be placed in his/her personnel

file unless the bargaining unit member has had an opportunity to review the material. The bargaining unit member will acknowledge that s/he has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The bargaining unit member will also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent and attached to the file copy. The bargaining unit member's failure to sign such material within two school days after presentation will be noted by the administrator on the material and it will then be filed and a copy sent immediately to the Association President.

### **ARTICLE 13**

#### **RIGHT TO REPRESENTATION**

All members of the bargaining unit are entitled to have a representative present during meetings with the District which involve the discipline of said employee. When such is the intent of the district the employee shall be so notified at the time the meeting is called.

# ARTICLE 14

## COMPENSATION

### Section 14.1 - Salary Schedules

14.11

2007-08 SALARY SCHEDULE								
STEP	BA	BA+30	MA	BA+60	MA+30	BA+90	MA+60	STEP
1	41,868	43,430	44,223	45,057	45,916	46,418	47,112	1
2	42,130	43,691	44,484	45,316	46,177	46,679	47,373	2
3	42,403	43,963	44,756	45,586	46,449	46,950	47,645	3
4	42,687	44,246	45,038	45,866	46,732	47,233	47,929	4
5	42,983	44,541	45,334	46,159	47,026	47,528	48,223	5
6	43,292	44,848	45,642	46,464	47,334	47,836	48,531	6
7	43,613	45,168	45,963	46,783	47,655	48,158	48,852	7
8	43,948	45,503	46,298	47,113	47,988	48,492	49,185	8
9	44,297	45,851	46,643	47,459	48,338	48,839	49,532	9
10	44,648	46,200	46,993	47,804	48,685	49,187	49,880	10
11	44,998	46,548	47,340	48,150	49,034	49,535	50,231	11
12	45,344	46,894	47,688	48,496	49,382	49,881	50,578	12
13	45,694	47,242	48,037	48,841	49,730	50,231	50,925	13
14	46,043	47,588	48,384	49,185	50,079	50,577	51,272	14
15	46,540	48,089	48,882	49,680	50,575	51,074	51,768	15
16	47,210	48,758	49,552	50,348	51,247	51,743	52,436	16
17	47,912	49,458	50,255	51,049	51,949	52,444	53,139	17
18	48,820	50,371	51,167	51,956	52,857	53,351	54,052	18
19	49,284	50,832	51,630	52,424	53,328	53,819	54,514	19
20	49,750	51,301	52,095	52,888	53,791	54,283	54,982	20
21	50,626	52,169	52,969	53,760	54,661	55,156	55,855	21
22	51,156	52,708	53,501	54,296	55,199	55,690	56,389	22
23	52,535	54,084	54,879	55,669	56,575	57,070	57,768	23
24	53,913	55,460	56,258	57,050	57,956	58,450	59,144	24
25	55,287	56,832	57,633	58,423	59,328	59,818	60,519	25
26	56,659	58,211	59,005	59,796	60,702	61,197	61,892	26
27	58,037	59,586	60,382	61,062	62,010	62,618	63,394	27
28	59,410	60,959	61,752	62,323	63,312	64,032	64,890	28
29	60,785	62,333	63,128	63,698	64,702	65,478	66,385	29
30	61,857	63,409	64,204	65,022	66,056	67,132	68,154	30
31	63,280	64,911	65,693	66,557	67,653	68,686	69,748	31

All those teachers off the salary schedule shall receive a salary increase of 4.01% plus \$10 per year of service for those with 15 or more years of service, exclusive of any new graduate hours earned.

<b>2008-09 SALARY SCHEDULE</b>								
<b>STEP</b>	<b>BA</b>	<b>BA+30</b>	<b>MA</b>	<b>BA+60</b>	<b>MA+30</b>	<b>BA+90</b>	<b>MA+60</b>	<b>STEP</b>
1	43,281	44,906	45,731	46,600	47,492	48,014	48,735	1
2	43,543	45,167	45,992	46,859	47,753	48,275	48,996	2
3	43,815	45,439	46,263	47,129	48,024	48,546	49,268	3
4	44,099	45,722	46,546	47,409	48,307	48,828	49,551	4
5	44,394	46,016	46,840	47,701	48,601	49,122	49,846	5
6	44,702	46,323	47,147	48,005	48,907	49,429	50,152	6
7	45,024	46,642	47,468	48,323	49,227	49,749	50,472	7
8	45,358	46,975	47,802	48,654	49,561	50,084	50,806	8
9	45,706	47,323	48,150	48,998	49,908	50,432	51,152	9
10	46,069	47,685	48,509	49,357	50,272	50,793	51,513	10
11	46,434	48,048	48,873	49,716	50,632	51,154	51,875	11
12	46,798	48,410	49,234	50,076	50,995	51,516	52,240	12
13	47,158	48,770	49,596	50,436	51,357	51,876	52,601	13
14	47,522	49,132	49,958	50,795	51,719	52,240	52,962	14
15	48,035	49,642	50,469	51,302	52,232	52,750	53,473	15
16	48,562	50,173	50,997	51,827	52,758	53,277	53,999	16
17	49,268	50,878	51,704	52,532	53,467	53,983	54,703	17
18	50,008	51,616	52,445	53,271	54,207	54,722	55,445	18
19	50,963	52,576	53,404	54,224	55,161	55,675	56,404	19
20	51,455	53,065	53,895	54,721	55,661	56,172	56,895	20
21	51,950	53,563	54,389	55,214	56,153	56,664	57,391	21
22	52,871	54,476	55,308	56,130	57,067	57,582	58,309	22
23	53,432	55,046	55,871	56,698	57,637	58,148	58,875	23
24	54,876	56,487	57,314	58,136	59,078	59,593	60,319	24
25	56,320	57,928	58,758	59,582	60,524	61,038	61,760	25
26	57,758	59,365	60,198	61,020	61,961	62,471	63,200	26
27	59,195	60,809	61,635	62,458	63,400	63,915	64,638	27
28	60,638	62,249	63,077	63,784	64,770	65,403	66,210	28
29	62,076	63,687	64,512	65,106	66,134	66,883	67,776	29
30	63,516	65,126	65,953	66,546	67,590	68,397	69,340	30
31	64,641	66,255	67,082	67,933	69,008	70,127	71,190	31

All those teachers off the salary schedule shall receive a salary increase of 4% plus \$10 per year of service for those with 15 or more years of service, exclusive of any new graduate hours earned.

<b>2009-10 SALARY SCHEDULE</b>								
<b>STEP</b>	<b>BA</b>	<b>BA+30</b>	<b>MA</b>	<b>BA+60</b>	<b>MA+30</b>	<b>BA+90</b>	<b>MA+60</b>	<b>STEP</b>
1	44,746	46,437	47,295	48,200	49,126	49,669	50,419	1
2	45,008	46,698	47,556	48,459	49,387	49,930	50,680	2
3	45,280	46,969	47,827	48,729	49,658	50,201	50,951	3
4	45,563	47,252	48,109	49,009	49,940	50,483	51,234	4
5	45,859	47,546	48,403	49,301	50,234	50,776	51,528	5
6	46,165	47,852	48,709	49,604	50,540	51,082	51,835	6
7	46,486	48,171	49,028	49,920	50,858	51,401	52,153	7
8	46,820	48,503	49,362	50,251	51,191	51,734	52,486	8
9	47,168	48,849	49,709	50,595	51,538	52,082	52,833	9
10	47,530	49,211	50,071	50,953	51,899	52,444	53,193	10
11	47,907	49,588	50,445	51,326	52,278	52,820	53,568	11
12	48,287	49,965	50,823	51,700	52,652	53,195	53,945	12
13	48,665	50,342	51,198	52,074	53,030	53,571	54,324	13
14	49,040	50,716	51,575	52,448	53,406	53,946	54,700	14
15	49,568	51,242	52,101	52,972	53,933	54,474	55,225	15
16	50,112	51,783	52,643	53,509	54,476	55,015	55,767	16
17	50,670	52,345	53,202	54,065	55,033	55,573	56,324	17
18	51,414	53,088	53,947	54,808	55,780	56,317	57,066	18
19	52,193	53,865	54,728	55,587	56,560	57,095	57,847	19
20	53,196	54,874	55,735	56,588	57,562	58,096	58,855	20
21	53,718	55,392	56,255	57,114	58,092	58,623	59,375	21
22	54,243	55,920	56,779	57,637	58,614	59,145	59,901	22
23	55,211	56,880	57,745	58,600	59,574	60,110	60,866	23
24	55,804	57,482	58,340	59,200	60,177	60,708	61,464	24
25	57,316	58,991	59,851	60,706	61,685	62,221	62,976	25
26	58,827	60,499	61,362	62,219	63,199	63,733	64,484	26
27	60,333	62,004	62,870	63,725	64,703	65,234	65,992	27
28	61,837	63,515	64,374	65,230	66,210	66,745	67,497	28
29	63,347	65,023	65,884	66,619	67,644	68,303	69,142	29
30	64,853	66,528	67,386	68,004	69,073	69,852	70,780	30
31	66,360	68,035	68,895	69,511	70,597	71,436	72,417	31

All those teachers off the salary schedule shall receive a salary increase of 3.99%, plus \$10 per year of service for those with 15 or more years of service, exclusive of any new graduate hours earned.

<b>2010-11 SALARY SCHEDULE</b>								
<b>STEP</b>	<b>BA</b>	<b>BA+30</b>	<b>MA</b>	<b>BA+60</b>	<b>MA+30</b>	<b>BA+90</b>	<b>MA+60</b>	<b>STEP</b>
1	46,260	48,020	48,912	49,855	50,815	51,380	52,160	1
2	46,522	48,281	49,173	50,114	51,076	51,641	52,421	2
3	46,795	48,552	49,444	50,383	51,348	51,912	52,692	3
4	47,078	48,834	49,726	50,664	51,629	52,194	52,974	4
5	47,372	49,128	50,019	50,955	51,923	52,487	53,268	5
6	47,680	49,434	50,325	51,258	52,228	52,792	53,574	6
7	47,998	49,752	50,643	51,573	52,546	53,110	53,893	7
8	48,331	50,083	50,974	51,902	52,877	53,442	54,223	8
9	48,679	50,429	51,322	52,246	53,223	53,788	54,570	9
10	49,041	50,788	51,682	52,604	53,584	54,150	54,930	10
11	49,417	51,165	52,059	52,976	53,959	54,526	55,305	11
12	49,809	51,557	52,448	53,364	54,353	54,917	55,695	12
13	50,204	51,949	52,841	53,752	54,742	55,307	56,087	13
14	50,597	52,341	53,231	54,141	55,135	55,698	56,481	14
15	51,137	52,879	53,773	54,680	55,676	56,238	57,022	15
16	51,696	53,436	54,329	55,235	56,234	56,797	57,577	16
17	52,271	54,009	54,903	55,803	56,809	57,369	58,151	17
18	52,862	54,603	55,494	56,391	57,398	57,959	58,740	18
19	53,645	55,386	56,279	57,174	58,184	58,743	59,522	19
20	54,465	56,203	57,101	57,994	59,005	59,562	60,344	20
21	55,518	57,262	58,158	59,045	60,057	60,612	61,402	21
22	56,071	57,811	58,708	59,601	60,618	61,170	61,952	22
23	56,626	58,370	59,263	60,155	61,171	61,723	62,509	23
24	57,643	59,378	60,277	61,166	62,179	62,736	63,522	24
25	58,269	60,014	60,906	61,800	62,816	63,368	64,154	25
26	59,851	61,593	62,487	63,376	64,394	64,951	65,736	26
27	61,432	63,171	64,068	64,959	65,978	66,533	67,314	27
28	63,008	64,746	65,646	66,535	67,552	68,104	68,892	28
29	64,582	66,327	67,220	68,110	69,129	69,685	70,467	29
30	66,162	67,904	68,800	69,564	70,629	71,315	72,187	30
31	67,738	69,479	70,371	71,014	72,125	72,935	73,900	31

All those teachers off the salary schedule shall receive a salary increase of 3.97%, plus \$10 per year of service for those with 15 or more years of service, exclusive of any new graduate hours earned.

- 14.12 Between columns graduate hours shall be paid at \$75 for every block of three (3) graduate hours earned after 7/1/87. Courses taken at accredited universities with graduate level workloads (such as scholarship or fellowship programs) will be considered by the Superintendent for graduate credits earned.
- 14.13 Beginning July 1, 2001, inservice credit paid according to 6.61.
- 14.14 Part-time secondary teachers, with the exception of special ed and remedial teachers, shall be paid based upon the number of daily classes taught divided by six (6). Part-time elementary teachers shall

be paid on the percentage of the time worked of a full-time elementary teacher. If a secondary teacher teaches five (5) classes he/she shall be considered full-time.

- 14.15 Substitute teaching shall not be counted towards step placement (units) except for continuous full-time teaching for one-half or more years.
- 14.16 Teachers determined to be paid below step shall be raised to the proper step upon discovery and salary pro-rated at that time. Teachers determined to be paid above step shall remain at that step until their experience equals their step.
- 14.17 Section 14.16 is neither intended nor shall be used to grant additional prior credit over and above that which was granted at the time of hiring.
- 14.2 Employees covered by this agreement shall be paid bi-weekly on either a 42 (or 43 week depending on the calendar) week payment method or a 50 (or 51 week depending on the calendar) week payment method. The first check of the school year shall be calculated on a 200-day calendar basis for the number of days worked prior to payment. The remaining payments shall be as near equal as possible. Employees selecting the 50 (51) week payment method will receive their final check equal to ten (10) weeks of salary (final pay plus eight (8) additional weeks). Selection of either option will be made by August 15 prior to each school year with the exception of new bargaining unit members hired after this date and cannot be changed without the approval of the Superintendent for the remainder of the year. The method previously used will automatically be used for each employee unless the change is elected by August 15.
- 14.3 Home teaching and Detention will be paid at the rate of \$31.00 for 2007-11.
- 14.31 AIS will be paid at the hourly rate as follows:
  - 2007-09: \$34
  - 2009-11: \$36
- 14.4 When the use of an employee's personal automobile is authorized by an administrator, mileage will be paid at the rate of \$.30 per mile.

**Section 14.5 - Extra-Curricular**

## 14.51 Extra-Curricular Salaries

<b>EXTRA-CURRICULAR SALARIES</b>	<b>2007-08</b>	<b>2008-09</b>	<b>2009-10</b>	<b>2010-11</b>
SENIOR CLASS ADVISOR	\$1,732	\$1,806	\$1,883	\$1,963
JUNIOR CLASS ADVISOR	\$1,433	\$1,494	\$1,557	\$1,623
SOPHOMORE CLASS ADVISOR	\$536	\$559	\$583	\$608
FRESHMAN CLASS ADVISOR	\$536	\$559	\$583	\$608
WINTERGUARD BANNER INSTRUCTION	\$861	\$898	\$936	\$976
WINTERGUARD DIRECTOR	\$1,828	\$1,906	\$1,987	\$2,071
WINTERGUARD INSTRUCTOR (RIFLE)	\$861	\$898	\$936	\$976
MARCHING BAND COLORGUARD INSTRUCTION	\$1,257	\$1,310	\$1,366	\$1,424
HIGH SCHOOL YEARBOOK ADVISOR	\$3,650	\$3,805	\$3,967	\$4,136
MIDDLE SCHOOL YEARBOOK ADVISOR	\$870	\$907	\$946	\$986
ASST. MIDDLE SCHOOL YEARBOOK ADVISOR	\$433	\$451	\$470	\$490
HIGH SCHOOL STUDENT COUNCIL ADVISOR	\$916	\$955	\$996	\$1,038
MIDDLE SCHOOL STUDENT COUNCIL ADVISOR	\$916	\$955	\$996	\$1,038
DRAMA ADVISOR	\$3,654	\$3,809	\$3,971	\$4,140
DRAMA CLUB ASSISTANT	\$1,217	\$1,269	\$1,323	\$1,379
BAND DIRECTOR	\$3,325	\$3,466	\$3,613	\$3,767
HONOR SOCIETY ADVISOR	\$632	\$659	\$687	\$716
SPIRIT OF 76	\$2,666	\$2,779	\$2,897	\$3,020
TECHNOLOGY CLUB	\$1,419	\$1,479	\$1,542	\$1,608
CHORAL DIRECTOR	\$616	\$642	\$669	\$697
SADDs ADVISOR	\$661	\$689	\$718	\$749
MODEL UN ADVISOR	\$603	\$629	\$656	\$684
MOCK TRIAL COACH	\$603	\$629	\$656	\$684
HEALTH CAREER ADVISOR	\$603	\$629	\$656	\$684
WINTERGUARD ADVISOR	\$670	\$698	\$728	\$759
BOOKSTORE ADVISOR *	\$603	\$629	\$656	\$684
* OR IN LIEU OF DUTY				
HIGH SCHOOL ART CLUB	\$585	\$610	\$636	\$663
MIDDLE SCHOOL BUILDERS CLUB	\$585	\$610	\$636	\$663
PEER MEDIATION	\$585	\$610	\$636	\$663
MIDDLE SCHOOL LIBRARY CLUB	\$585	\$610	\$636	\$663
SCHOOL NEWSPAPER ADVISOR	\$235	\$245	\$255	\$266
SCIENCE OLYMPIAD	\$568	\$592	\$617	\$643
WEATHER WATCH	\$568	\$592	\$617	\$643
LOCKS OF LOVE	\$235	\$245	\$255	\$266
ODYSSEY OF THE MIND	\$235	\$245	\$255	\$266



- (1) Music teachers required to carry out All County and All State will receive compensation at the rate of \$100 for a partial day (minimum of 3.5 hours) and \$125 for a full day (minimum of 7 hours), with Superintendent approval.

- 14.52 Any of the above titles that have been inactive for at least three (3) years are subject to renegotiation by the District and Association regarding the stipend and responsibilities.
- 14.53 Positions listed in Article 14.51 are considered to be bargaining unit work. When vacancies exist employees covered by this agreement will be notified by a posted notice in each building (a copy of which will be sent to the Association President) listing the position, the duties and the salary. Should there be no applicants or no qualified applicants the administration may appoint an individual from outside the bargaining unit to the job of a period of not longer than the school year.

#### **Section 14.6 - Coaches Salaries**

- 14.61 Coaches shall be paid based on a formula listed below. The Superintendent's approval is required for the amount of time specified in such formula.

\$279 for 2007-08	times number of weeks in the sports season; plus
\$303 for 2008-09	
\$316 for 2009-10	
\$329 for 2010-11	
\$212 for 2007-08	times each week of vacation worked prior to the opening of school; plus
\$230 for 2008-09	
\$240 for 2009-10	
\$250 for 2010-11	
\$140 for 2007-08	times each week of vacation worked while school is in session (i.e. Christmas, Easter, Thanksgiving); plus
\$152 for 2008-09	
\$158 for 2009-10	
\$165 for 2010-11	
\$60 - times each year of coaching experience; plus	
\$650 - if the individual is head coach and has supervisory responsibility for a sport (more than one coach in sport)	
\$850 - if the individual is head coach and has supervisory responsibility for a sport (three or more coaches in sport.)	

This payment is not in addition to the above more than one coach payment.

For purposes of calculating coaches' pay a week shall mean five (5) days. Any pay calculated for less than a week shall be on a per diem basis at a rate of 1/5 of a week's pay, whether it be a pre-season week, vacation week or end of season.

14.62 Prior Coaching

14.621 A person who has prior coaching experience and changes coaching positions or adds an additional coaching assignment, or returns to coaching shall be given full credit for his/her (sports specific) previous coaching experience (i.e. baseball/softball, girls basketball/boys basketball).

14.622 A person who changes assignment from one sport to an unspecified sport (i.e. football/wrestling, basketball, track, etc.) will be given one-half (1/2) credit for each year of coaching experience.

14.623 The individual shall receive the greater of 14.621 **or** 14.622.

14.624 A new head coach coming into the district will be given 1/2 credit for his/her sports specific experience.

14.63 If a team qualifies for post season play, the coach(es) as determined by the Superintendent will be paid at a rate of \$32/diem not to exceed \$160/week for practices and contests.

14.64 Coaches' pay will begin from the first day of practice until the last contest on the regular schedule. Post season pay will begin after the last regular season contest.

14.65 The Athletic Director stipend shall be determined if a bargaining unit member is assigned these duties.)

14.66 Save harmless, for this section of the contract only, shall be defined as the salary for the 1995-96 coaching year less any reduction in the number of weeks (times the appropriate amount per week). The salary shall only be increased by the number of years since 1995-96, times the appropriate amount for each year of coaching experience (\$60 for the 2007-11). Coaches must be returning continuously to

the same sport as in 1995-96 to be covered by this save harmless provision.

**Section 14.7 - Department Chairpersons/ Elementary Grade Coordinators**

- 14.71 Elementary Grade (PK-K, 1, 2, 3, 4, 5 and 6) Coordinators shall be paid:
- 2007-08: \$888
  - 2008-09: \$963
  - 2009-10: \$1004
  - 2010-11: \$1047
- 14.72 Department Chairpersons (including the Fine Arts Department and the Library Department) shall be paid according to the following formula:
- (1) 5% of his/her base salary, plus;
  - (2) \$150 per department member in excess of four, plus;
  - (3) an additional 50% of the "departmental base salary" for each additional department that a chairperson is in charge of, plus \$150 for each person in excess of three in the second (or more) department(s), plus;
  - (4) \$150 for each additional building above 1.
- 14.73 The above positions will be staffed by members of the Chenango Forks Teachers Association.

**Section 14.8 - Guidance Counselors, School Psychologists, and Librarians**

- 14.81 Guidance counselors, school psychologists, and librarians shall be paid 1/200 of their salary for each day of work they perform during the months of July and August; excluding summer school teaching, which shall be paid at the agreed to summer school rate.
- 14.82 During the months of September and/or June, should the counselors be required to work days before or after the scheduled work year they will be compensated by 1/200 of their annual salary.
- 14.83 Educational Communications Specialists shall be paid 1/200 of their salary for each day of work they perform outside of the regular teachers contract; excluding summer school teaching, which shall be paid at the agree to summer school rate.

- 14.84 Guidance Counselors may be needed approximately 15 to 20 days during the months of June, July , August and September, including the week following the end of school and the two weeks preceding the new school year. The District shall notify the Association and affected members by May 1 of its need for days beyond the regular work year during these months. Additional days may be provided to specific Guidance Counselors upon the approval of the Superintendent of Schools.

#### **Section 14.9 – Mentoring**

- 14.91 Approved Mentors shall be paid the following amounts per semester:
- |           |       |
|-----------|-------|
| 2007-2008 | \$462 |
| 2008-2009 | \$502 |
| 2009-2010 | \$523 |
| 2010-2011 | \$545 |
- 14.92 Mentors will be paid at the conclusion of each semester upon submission of the appropriate forms and approval for payment by the Superintendent of Schools or his designee. The form required for September through January is the Mid-Year Program Evaluation (Appendix E of the CFCSD Mentoring Program) and the required forms for February through June are the End of Year Program Evaluations (Appendices F & G.)

#### **Section 14.10 - Non-Resident Tuition**

The District will charge tuition for non-resident teachers' children attending Chenango Forks Central Schools. The annual tuition will be \$300 per student to a maximum of \$900 per family. With the exception of the dollar amount, Board policy #5152 will dictate all other terms and conditions of non-resident attendance. If the Board establishes a general non-resident tuition amount lower than that listed above, an adjustment to the lower amount will be made.

### **ARTICLE 15**

#### **EARLY RETIREMENT INCENTIVE**

- 15.1 Retirement at the end of the first school year in which the employee is eligible for full (non-diminished) retirement.
- 15.2 Written notice by January 1 in the year of retirement.
- 15.3 Payment as follows:
- a) \$6,000 base salary for early retirement

- b) \$10 for each unused accumulated sick leave day
- c) An additional \$5 per day for employees with at least fifteen (15) years service in the district.
- d) For each of the last ten (10) school years in which employee had no more than five (5) days total absence, an additional \$10 per day will be paid for unused sick days accumulated over the last 10 years. (Change is effective March 1, 2009)
- e) Lump sum payment to be made by October 1st or equal payments in the year of retirement.

15.4 The parties agree to the following clarifications of intent regarding Article 15, Early Retirement Incentive:

15.41 For the purposes of Section 15.3.d) only "unused sick days accumulated" shall be the unused sick days and unused personal days of the last ten years, regardless of whether or not the teacher has reached the maximum of 6.13.

15.42 "Absences" under 15.3.d) are considered to be sick days, personal days, unauthorized leave or unpaid leave.

15.43 The accumulation referred to in 15.3.d) shall be for the qualifying years only.

15.5 Employees whose birthday of their first eligible year of this retirement incentive falls on or between July 1 and August 31 shall have the option of retiring under this provision in either the prior year or the following year subject to the same notice as other employees.

## **ARTICLE 16**

### **LONG-TERM SUBSTITUTES**

16.1 Definition: A long-term substitute is one who will be employed to fill in for a regular bargaining unit member who will be on a leave of absence for at least ninety (90) days and who is expected to return.

16.2 Salary: Long-term substitutes shall be paid no less than the starting BA rate.

16.3 Long-term substitutes shall be covered by the following articles in the Agreement: 1, 2, 3, 4, 5.1, \*6.1, 6.2, \*6.4, 7, 8 (if hired as a long-term substitute), 9, 10, 11, 12, 13, 14.5, 14.6, and 18.

\*Long-term substitutes are entitled to the sick leave and personal leave as called for in the Agreement but on a pro-rated basis to days

worked and on an earned basis. In the event a long-term substitute uses this leave before it is earned, his/her salary will reflect a reduction for that/those days. However, once the "leave time" is earned the employee will be fully compensated for the previously used days.

## **ARTICLE 17**

### **SCHOOL NURSES**

#### 17.1 ARTICLE 2 thru 5

(remain as per teachers' contract)

#### 17.2 ARTICLE 6 - ABSENCES AND LEAVES

6.11 not applicable

6.13 sick leave for nurses can accumulate to 200 days.

6.4 The following language instead applies:

Nurses shall receive 2 personal days, with reason, the first three years of employment. Upon being appointed to a fourth year, nurses will receive two additional days, with reason, or a total of four personal days.

6.48

Nurses who retire (not resign or be terminated) and give notification by January 1 of the year he/she is first eligible to retire shall be entitled to a payment of ten dollars for each accumulated sick leave day.

6.6 not applicable

#### 17.3 ARTICLE 7 - DISCHARGE - not applicable.

The following language instead applies:

No nurse shall be dismissed without being granted the opportunity of a full Board of Education hearing or the exercise of their rights under Civil Service Dismissal Procedures. The Nurse will elect EITHER the option of a full Board of Education hearing OR Civil Service Dismissal Rights.

17.4 ARTICLE 9 - CLASS SIZE

not applicable

17.5 ARTICLE 10 - WORKDAY

10.1 not applicable

10.2 not applicable

10.3 not applicable

10.4 not applicable

The following language instead applies:

Workday for nurses shall be eight (8) hours:

Exclusive of 30 minutes for lunch

17.5 ARTICLE 11 – WORK YEAR

11.1 Not applicable

The following language instead applies:

Nurses work year shall be as follows:

Primary School	182 days + 8 paid holidays
Elementary School	182 days + 8 paid holidays
Middle School	182 days + 8 paid holidays
High School	185 days + 8 paid holidays

The assigned days will be worked between September 1 and June 30 and must cover all days that students are in attendance. With the approval of the building principal, or his or her designee, additional days needed will be paid at the regular hourly rate.

11.2 not applicable

17.6 ARTICLE 14 - COMPENSATION

14.01

Nurses shall receive a salary increase as follows:

2007-2008: 4.25% + \$1.50 per hour

2008-2009: 4.25%

2009-2010: 4.25%

2010-2011: 4.25%

14.02

Overtime for nurses shall be paid at the rate of 1.5 times the hourly rate for all hours worked over 40 hours in a work week.

14.021

Overtime for nurses must be approved by the building principal or his/her designee, except in an emergency situation.

14.022

Nurse new hires shall be paid at the rate of:

2007-2008: Minimum \$18.19

2008-2009: Minimum \$18.92

2009-2010: Minimum \$19.68

2010-2011: Minimum \$20.46

14.10-14.17 not applicable

14.2 not applicable

14.21

Nurses shall maintain a time card and will be paid bi-weekly.

14.3-14.31 not applicable

14.7 not applicable

14.8 not applicable

14.9 not applicable

17.7 ARTICLE 16 - LONG TERM SUBSTITUTES

16.2 not applicable

16.21

Long term nurse substitutes shall be paid 90% of the starting salary.



17.8 ARTICLE 17.8 - PAID HOLIDAYS

Nurses shall be paid for 8 of the following holidays. Nurses as a group will choose the 8 paid holidays.

Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Day before Christmas  
Christmas Day  
New Year's Day  
Martin Luther King Day  
Good Friday  
Memorial Day

17.9 All articles and or subdivisions not specifically mentioned or altered above shall in fact be applicable to the school nurses.

**ARTICLE 18**

**CONCLUSION**

18.1 The provisions of this contract shall supersede any rules, regulations, or practice of the District which shall be contrary to or inconsistent with its terms.

18.2 IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS CONTRACT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

18.3 Duration

July 1, 2007 through June 30, 2011, except where otherwise noted.

By Victoria Kwartler  
President  
Chenango Forks TA

By Carol Ann West Supt.  
Superintendent  
Chenango Forks CSD

Dated this 2<sup>nd</sup> day of February, 2009.

Original

**CHENANGO FORKS CENTRAL SCHOOL DISTRICT**

**CHENANGO FORKS TEACHERS' ASSOCIATION**

**MEMORANDUM OF AGREEMENT**

**2007 - 2011 LANGUAGE CONTINUATION**

**The following language continues in effect from July 1, 2007 through February 28, 2009:**

**Section 6.4 - Personal Business Leave**

6.41 All bargaining unit members upon being appointed to a fourth year, except as described in 6.42, will receive a total of 3.5 days of Personal Business Leave. It shall not be necessary to provide a reason on Request Forms for such days.

6.411 - Up to 1.5 days of the days in 6.41 may be used by these bargaining unit members for the purpose of attending their child's plays, picnics, field trips or similar class activities. Such days will require that a reason be given on the Request Form.

6.42 All bargaining unit members with less than four years of service will receive 2 days of Personal Business Leave. It shall not be necessary to provide a reason on Request Forms for such days.

6.421 Up to 1 day of the days in 6.42 may be used by these bargaining unit members for the purpose of attending their child's plays, picnics, field trips or similar class activities. Such days will require that a reason be given on the Request Form.

6.43 All Personal Business Leave days shall not be used for recreational purposes.

6.44 Personal Business Leave shall be requested in writing at least three school days in advance, except under extenuating circumstances.

6.45 Personal Business Leave will not be requested for the day preceding or the day following a school recess, including the first student day, except for extenuating business reasons (ex. house closing, legal proceedings, etc.). Requests for said days will require reason and documentation and will be forwarded for approval to the Building Principal who will in turn forward it to Assistant Superintendent.

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**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

- 6.46 Teachers may leave the building during non-instructional time with the permission of the building administrator subject to the following:
1. Fifteen (15) minutes or less - no charge to personal business leave.
  2. More than fifteen (15) minutes - teachers will be charged personal business leave time in one-hour increments. A maximum of one-half day of the above allotment may be used for this purpose in one-hour increments.
  3. Said teachers shall sign in and out.
- 6.47 Personal business days may be taken in minimum increments of one-half (1/2) day.
- 6.48 Unused personal business leave days will be applied to the bargaining unit members' sick leave accumulation.

**The following language continues in effect from July 1, 2007 through September 30, 2009:**

**Section 8.3 - Flexible Spending Plan**

The District and Association agree to implement a Flexible Spending Plan. The conditions are as follows:

1. Sieba is the plan administrator.
2. The cost for each spending account participating member is \$2.90 per month.
3. Automatic health and dental insurance premium conversion unless employee opts out.
4. Payroll withholdings will be evenly withheld.
5. Medical spending account maximum \$1,500.00.
6. Dependent care spending account maximum \$5,000.

**The following language continues in effect from July 1, 2007 through February 28, 2009:**

## **ARTICLE 15**

### **EARLY RETIREMENT INCENTIVE**

- 15.1 Retirement at the end of the first school year in which the employee is eligible for full (non-diminished) retirement.
- 15.2 Written notice by January 1 in the year of retirement.
- 15.3 Payment as follows:
  - a) \$6,000 base salary for early retirement
  - b) \$10 for each unused accumulated sick leave day
  - c) An additional \$5 per day for employees with at least fifteen (15) years service in the district.
  - d) For each of the last ten (10) school years in which employee had no more than four (4) days total absence, an additional \$10 per day will be paid for unused sick days accumulated over the last 10 years.
  - e) Lump sum payment to be made by October 1st or equal payments in the year of retirement.
- 15.4 The parties agree to the following clarifications of intent regarding Article 15, Early Retirement Incentive:
  - 15.41 For the purposes of Section 15.3.d) only "unused sick days accumulated" shall be the unused sick days and unused personal days of the last ten years, regardless of whether or not the teacher has reached the maximum of 6.13.
  - 15.42 "Absences" under 15.3.d) are considered to be sick days, personal days, unauthorized leave or unpaid leave.
  - 15.43 The accumulation referred to in 15.3.d) shall be for the qualifying years only.
- 15.5 Employees whose birthday of their first eligible year of this retirement incentive falls on or between July 1 and August 31 shall have the option of retiring under this provision in either the prior year or the following year subject to the same notice as other employees.

**The following language continues in effect from July 1, 2007 through February 28, 2009:**

## **ARTICLE 10**

### **WORKDAY**

#### **Section 10.1 - Preparation Time**

10.11 Bargaining unit members will be assigned the following minimums for preparation time:

- (1) High School Bargaining unit members: one period per day
- (2) Middle School bargaining unit members: one period per day
- (3) Elementary bargaining unit members: average 45 minutes per day over the work cycle
- (4) Preparation time as outlined above is not intended for "non-traditional teachers" (i.e. Guidance, School Psychologists, Social Workers and Secondary Librarians). Said "teachers" shall be given a break each morning and afternoon.

#### **Section 10.12 - Department Chairpersons**

In each department which has at least six (6) full time members (including the department chairperson), duties may be assigned at the discretion of the administration in one of the following manners:

five (5) class periods  
one (1) preparation period  
one (1) period for the purpose of completing specific department chairperson responsibilities

or

four (4) class periods  
one (1) preparation period  
one (1) duty period  
one (1) period for the purpose of completing specific department chairperson responsibilities

or

four (4) class periods  
one (1) preparation period

one (1) period for the purpose of completing specific department chairperson responsibilities.

- 10.13 No more than four (4) elementary teachers from each building will be assigned preparation time either from 8:30 to 9:00 a.m. or 2:50 to 3:20 p.m. each school year. Preparation periods during these two specified times will be assigned on a rotating basis so that no individual teachers can be assigned for two (2) consecutive school years.

It is further agreed that prep time cannot be assigned under any circumstances in blocks of time less than 30 minutes unless mutually agreed upon by the C.F. School District and C.F.T.A.

It is further agreed that the assignment of prep time from 8:30 - 9:00 a.m. or 2:50 to 3:20 p.m., as stated above, means that prep time can be assigned in only one of the two time slots. Either 8:30 - 9:00 a.m. or 2:50 - 3:20 p.m. but not both.

### **Section 10.2 - Duty Free Lunch**

All bargaining unit members shall have a duty free lunch period. Said lunch period shall be a function of each individual building schedule and may therefore be longer than 30 minutes but may not be less than 30 minutes. Teachers may leave the building during their respective lunch periods with no charge to personal time. All members are expected to follow the lunch period sign in and out procedures established in each building.

### **Section 10.3 - Workload**

#### **10.311 Secondary Workload**

- 10.3111 The standard workload for secondary teachers shall be five periods of instruction plus one period of supervision. If the District desires to assign a sixth class to a teacher(s), the District must get the agreement of said teacher(s). Said teacher(s) shall be made aware of this provision by the District. Such additional assignment will be discussed with the Association prior to implementation and will not carry over for that individual teacher(s) after one year. This provision will also not preclude the District from assigning six classes to the secondary school physical education teachers.

10.3112 As an alternative workload, Middle School teachers may be assigned the following:

- 5 teaching classes
- 1 individual preparation period
- 1 team preparation period

The day will also include a ninety (90) minute block which will be divided as follows:

- 1 - 30 minute teacher lunch
- 1 - 30 minute team time (teachers and students)
- 1 - 30 minute duty (e.g. study hall, lunch duty or detention.)

10.312 In the event the District assigns or a teacher volunteers for a work load assignment between five (5) and six (6) classes, a duty assignment may be given on the day(s) or semester where six (6) classes are not being taught.

#### 10.313 Physical Education

10.3131 Physical education teachers may be assigned five (5) classes plus one (1) supervisory assignment or six (6) classes (or their equivalent in the elementary) per day.

10.3132 Said teachers may be assigned additional supervisory duties (see 10.3131 above) under extenuating circumstances.

10.3133 This class assignment in the physical education department (see 10.3131 above) will not be used to reduce physical education staff. This section will not preclude reductions as a result of declining enrollments or as a result of physical education requirements being reduced by the State Education Department.

10.321 If the District cannot get someone to voluntarily agree the District will have a right to assign a sixth class with the concomitant relief of all supervisory assignments. The maximum number of "6th classes" that can be assigned in any one department are two sections. A teacher cannot be assigned a 6th class two successive years. Teachers may also volunteer for a sixth class with no supervisory assignment.

10.322 If a teacher is assigned a class load between five (5) and six (6), the applications of this section will be based on the following examples:

- (A) 5.5 for two teachers counts as one 6<sup>th</sup> class assignment.
- (B) 5.5 for four teachers counts as two 6<sup>th</sup> class assignments.

- 10.33 All other practices of the parties with regard to workload shall remain as per the parties past practices.
- 10.34 For each period a part-time teacher is assigned to teach; that teacher may be scheduled for a maximum of 1/6 of a period of preparation time, 1/6 of a period of lunch time, and 1/6 of a period of supervisory duty.

#### **Section 10.4 - Workday**

- 10.41 The workday for elementary teachers shall be 7 hours and 5 minutes and secondary teachers shall be 7 hours and 20 minutes between the hours of 7:30 a.m. and 4:00 p.m. For times outside of the ordinary scheduled building day, the workday shall be uninterrupted and volunteers, with appropriate certifications will initially be sought. If there are no volunteers, assignments may be made by the administration. Prior to the assignment being made by the District, the District shall seek the suggestions of the CFTA. Consideration may be given for prior commitments (e.g. coaching, graduate courses and other extra-curricular activities.) When possible, teachers assigned to a changed schedule outside of the ordinary scheduled building day will be notified of the change a minimum of thirty (30) calendar days in advance of the intended change. In no case shall this assignment be used to extend the hours of the workday.
- 10.42 This section shall not prevent secondary teachers from leaving at the traditional leaving time on Fridays when no meetings are scheduled.

Victoria Kwartler  
For the Association

2-2-09  
Date

Carol Ann West. Supr.  
For the District

2-2-09  
Date